

**INTERLOCAL AGREEMENT BETWEEN
MADISON COUNTY AND TOWN OF ENNIS**

This Intergovernmental Agreement between TOWN OF ENNIS, MONTANA (hereafter referred to as Town) and MADISON COUNTY, MONTANA (hereinafter referred to as County) describes the purposes, powers, rights, obligation, and responsibilities of the contracting parties to cooperate on matters of community planning and development.

R E C I T A L S

WHEREAS, 7-11-102, MCA permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on the basis of mutual advantage; and

WHEREAS, 7-11-104, MCA authorizes one or more public agencies to contract with any one or more other public agencies to perform any administrative service, activity, or undertaking; and

WHEREAS, the Town lacks personnel to provide technical support and guidance to the Town Planning Board on planning and development-related matters; and

WHEREAS, the Town has a periodic need for such technical support and guidance; and

WHEREAS, it is in the County's interest to promote coordinated planning and development across jurisdictional boundaries.

NOW, THEREFORE, the Town and County do agree as follows:

1. The Madison County Planning Staff is authorized to review all proposed land divisions covered by Part 2 of Chapter 3 of Title 76, MCA, where the land is located in Town limits. In conducting such reviews, the County Planning Staff shall follow its procedures, as outlined in the Madison County Subdivision Regulations, except that the Planning Staff shall not make the decision on a proposed land division. The Planning Staff shall make a recommendation to the Town Planning Board and Town Council, and the Town Council shall make the decision. Exemption review fees collected by the County shall remain with the County.
2. In the review of subdivision applications where the land is located within Town limits, the County Planning Office shall follow the preliminary plat procedures outlined in the Town's subdivision regulations. Duties shall include: Meeting with applicants; Notification – ads, letters, posting; Staff review and recommendation; Presentation at Planning Board meeting; Notifying applicant; Forward Planning Board recommendation/comments to City Commission (as needed). Preliminary plat review fees collected by the County shall remain with the County. Final plat review fees collected by the Town shall remain with the Town. The County Planning Office's role in final plat review will be limited to being available for consultation by Town officials and/or subdividers.
3. In all other planning and development-related matters, Town and County officials, the Planning Board, and the County Planning Office may consult with one another, as needed, to achieve effective and coordinated growth management in the Town and County.
4. This Interlocal Agreement is subject to review and update at the discretion of either party, and may be modified upon mutual consent.

E X E C U T I O N

Executed by the parties as of the dates set forth below.

TOWN OF ENNIS

_____, Mayor

Date: _____

MADISON COUNTY

_____, Chairman

Date: _____

Madison County Board of Commissioners